

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 14C INFORMATION**

Information Statement Pursuant to Section 14(c) of the Securities Exchange Act of 1934

Check the appropriate box:

- ☐ Preliminary Information Statement  
☐ Confidential, for Use of the Commission Only (as permitted by Rule 14c-5(d)(2))  
☒ Definitive Information Statement

**SUNBURST ACQUISITIONS IV, INC.**  
(Name of Registrant As Specified In Its Charter)

Payment of Filing Fee (Check the Appropriate Box):

- ☒ No fee required  
☐ \$125.00 per Exchange Act Rule 0-11(c)(1)(ii) or 14c-5(g) and 0-11  
☐ Fee computed on table below per Exchange Act Rules 14c-5(g) and 0-11

1. Title of each class of securities to which transaction applies:  
\_\_\_\_\_
2. Aggregate number of securities to which transaction applies:  
\_\_\_\_\_
3. Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11  
\_\_\_\_\_
4. Proposed maximum aggregate value of transaction  
\_\_\_\_\_
5. Total fee paid  
\_\_\_\_\_

- ☐ Check box if any party of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

**SUNBURST ACQUISITIONS IV, INC.**

2082 Cherry Street  
Denver, Colorado 80207

November 9, 2001

Dear Shareholder:

On behalf of the Board of Directors, I cordially invite you to attend the Annual Meeting of Shareholders of Sunburst Acquisitions IV, Inc. (the "Company") to be held at 9:00 am local time on Monday, December 10, 2001, at the law offices of Frasca, Joiner, Goodman and Greenstein, P.C., 4750 Table Mesa Drive, Boulder, Colorado 80305.

At the Annual Meeting, the election of the Board of Directors will be held. In addition, shareholders will be asked to vote to amend the Company's Articles of Incorporation to increase the authorized Common Stock from 100,000,000 to 200,000,000 shares, to ratify the appointment of the Company's auditors, and to vote to approve the Stock Option Plan approved by the Board of Directors and recommended for adoption.

We are not asking you for a proxy in conjunction with this Annual Meeting, but you are urged to attend the meeting to assure that your vote is counted.

Sincerely,

Terry Fields  
President  
SUNBURST ACQUISITIONS IV, INC.  
2082 Cherry Street  
Denver, Colorado 80207

**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS**

To Be Held on December 10, 2001

TO THE SHAREHOLDERS OF SUNBURST ACQUISITIONS IV, INC.:

NOTICE IS HEREBY GIVEN that the Annual Meeting of the Shareholders (the “Meeting”) of Sunburst Acquisitions IV, Inc. (the “Company”) will be held at the law offices of Frasca, Joiner, Goodman and Greenstein, P.C., 4750 Table Mesa Drive, Boulder, Colorado 80305 at 9:00 am local time, on Monday, December 10, 2001.

At the Annual Meeting, the election of the Board of Directors will be held. In addition, shareholders will be asked to vote to amend the Company’s Articles of Incorporation to increase the authorized Common Stock from 100,000,000 to 200,000,000 shares, to ratify the appointment of the Company’s auditors, and to vote to approve the Stock Option Plan approved by the Board of Directors and recommended for adoption.

We are not asking you for a proxy in conjunction with this Annual Meeting, but you are urged to attend the meeting to assure that your vote is counted.

By Order of the Board of Directors  
Terry Fields  
Chairman of the Board

Dated: November 9, 2001

SUNBURST ACQUISITIONS IV, INC.  
2082 Cherry Street  
Denver, Colorado 80207

INFORMATION STATEMENT  
ANNUAL MEETING OF SHAREHOLDERS  
OF  
SUNBURST ACQUISITIONS IV, INC.

To be held on December 10, 2001

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GENERAL INFORMATION

This Information Statement is furnished in connection with an Annual Meeting of the Shareholders called by the Board of Directors (the “Board”) of Sunburst Acquisitions IV, Inc. (the “Company”) to be held at the law offices of Frasca, Joiner, Goodman and Greenstein, P.C., 4750 Table Mesa Drive, Boulder, Colorado 80305 on December 10, 2001 at 9:00 am local time, and at any and all postponements, continuations or adjournments thereof (collectively the “Meeting”). This Information Statement and the accompanying Notice of Annual Meeting will be first mailed or given to the Company’s shareholders on or about November 19, 2001.

All shares of the Company’s common stock (“Common Stock”), represented either in person or by proxy will be eligible to be voted at the Meeting.

**WE ARE NOT ASKING FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY.**

BACKGROUND INFORMATION

The Company was incorporated under the laws of the state of Colorado on August 27, 1997. It was incorporated as a “blind pool” or “blank check” company. Its business plan was to seek out and acquire business opportunities. In accordance with its business plan, the Company has previously engaged in two separate acquisition transactions. However, neither of these transactions has resulted in the acquisition of a viable operating business. As a result, as of the date hereof, the Company remains in the development stage and is continuing to seek out business acquisition candidates.

The Company is registered under Section 12(g) of the Securities Exchange Act of 1934 and is subject to the reporting obligations under Section 13 of the Securities Exchange Act of 1934. The Company’s shares trade publicly on the OTC Bulletin Board under the symbol “SBAQ.”

At the Annual Meeting, the election of the Board of Directors will be held. In addition, shareholders will be asked to vote to amend the Company’s Articles of Incorporation to increase the authorized Common Stock from 100,000,000 to 200,000,000 shares, to ratify the

appointment of the Company's auditors, and to vote to approve the Stock Option Plan approved by the Board of Directors and recommended for adoption.

## RECORD DATE

Shareholders of record at the close of business on November 5, 2001 (the "Record Date") are entitled to notice of the meeting and to vote at the meeting. As of the Record Date, 29,902,499 shares of the Company's Common Stock (the "Common Stock") were issued and entitled to vote at the Meeting.

## VOTING

The Company has two classes of stock authorized, Common Stock and Preferred Stock. However, no Preferred Stock has been issued. As of the date of this Information Statement, the Company has 29,902,499 shares of its Common Stock issued and outstanding.

Every shareholder voting for the election of directors is entitled to one vote for each share held for each of the two directors to be elected. The candidates having the highest number of votes cast in favor of their election shall be elected to the Board of Directors. Shareholders do not have the right to cumulate their votes in the election of directors. On all other matters, each share is likewise entitled to one vote on each proposal or item that comes before the meeting.

Votes cast by proxy or in person at the Meeting will be tabulated by the Company's legal counsel which will serve as the Inspector of Elections (the "Inspector"). The Inspector will also determine whether or not a quorum is present. The Company's Articles of Incorporation provide that a quorum consists of one-third of the shares entitled to vote and present or represented by proxy at the meeting. The Inspector will treat abstentions as shares that are present and entitled to vote for purposes of determining the presence of a quorum, but will not treat abstentions as votes in favor of approving any matter submitted to shareholders for a vote.

As of the record date, Charles Mallette was the owner of 16,500,000 shares, or approximately 55.2%, of the issued and outstanding shares of Common Stock in the Company. Therefore, Mr. Mallette is in a position to control the outcome of any shareholder vote, and he has advised the Company that he intends to vote his shares in favor of the four Proposals for Stockholder Vote detailed below. Therefore the Company has determined that there is no need to solicit proxies for the Meeting.

## PRINCIPAL SHARE OWNERSHIP

The Record Date for purposes of determining the shareholders entitled to vote at the Meeting was November 5, 2001. As of the Record Date, the Company had a total of 29,902,499.0 shares of Common Stock issued and outstanding. The following table sets forth, as of November 5, 2001, the stock ownership of each executive officer and director of the Company, of all executive

officers and directors as a group, and of each person known by the Company to be a beneficial owner of 5% or more of its Common Stock. Unless otherwise noted, each person listed below is the sole beneficial owner of the shares and has sole investment and voting power as such shares.

Name and Address	Number of Shares Owned Beneficially	Percent of Class
Terry Fields <sup>(1)</sup> No. 3 Poipu Drive Honolulu, HI 96822	0	0.0%
Charles Mallette 1550 W. 35 <sup>th</sup> Avenue Vancouver, BC V6M 1H2	16,500,000	55.2%
Perpetual Securities S.A. 7 Tilton Court, Digby Road Sherborne, Dorset DT9 3NL United Kingdom	1,636,667	5.5%

<sup>(1)</sup> The person listed is currently the only officer and director of the Company and owns no shares in the company

## DIRECTORS AND EXECUTIVE OFFICERS

The Company currently has only officer and director. At the Meeting, the shareholders will be asked to re-elect the existing director and to elect one additional director. The director and officer who is serving the Company as of the Record Date and the new nominee for director are as follows:

Name	Age	Positions Held and Tenure
Terry Fields No. 3 Poipu Drive Honolulu, HI 96822	59	Director since January 2001 President and Secretary since May 2001
Dianna Hubert 1175 15 <sup>th</sup> Avenue W. North Vancouver, BC V7P 1M7	51	Nominee for Director

## Biographical Information

Mr. Fields is the President and a director of the Company. He is a self-employed Attorney-at-Law in the state of California. Mr. Fields was called to the bar on June 15, 1969, and he has been a director of a number of public companies.

Ms. Hubert is currently president of Grand Auctions, a British Columbia company engaged in providing an auction format in Vancouver, Canada. She has been president of Grand Auctions for the past ten years. Ms. Hubert is also the current president of Gala-Bari, a CDNX public company. Over the last 15 years she has raised over \$25,000,000 for various public companies. Ms. Hubert is a high school graduate and attended the University of British Columbia, but left before graduating to start her own construction business.

## BOARD MEETINGS AND COMMITTEES

The Board of Directors has held no meetings during the last fiscal year.

The Board of Directors currently has no separate committees. Accordingly, the entire Board of Directors functions as the Audit Committee, the Compensation Committee, and the Nominating Committee for purposes of dealing with issues in those areas.

## Audit Committee Report

Because the Board of Directors has been composed of only one person, the Audit Committee has as a result also only been composed of one person. The Board of Directors has not adopted a written charter for the Audit Committee.

The Audit Committee has reviewed and discussed the audited the audited financial statements contained in the Company's Annual Report on Form 10-KSB for the year ended February 28, 2001 with management and with Comiskey & Co. ("Comiskey"), the Company's independent public accountants for that year. The Audit Committee has also discussed with Comiskey the matters required to be discussed by Statement of Auditing Standards No. 61 (Communication with Audit Committees), as amended by Statement of Auditing Standards No. 90 (Audit Committee Communications).

The Audit Committee also received from Comiskey the written disclosures and the letter required by Independence Standards No. 1 (Independence Discussions with Audit Committees) and has discussed with them their independence from the Company. Additionally, the Audit Committee has considered whether Comiskey's non-audit services to the Company are compatible with Comiskey's independence.

Based on the review and discussions referred to above, the Audit Committee, and therefore the Board of Directors (as they are one and the same), recommended that the February 28, 2001 audited financial statements be included in the Company's Annual Report on Form 10-KSB for

the year ended February 28, 2001, filed with the Securities and Exchange Commission on June 13, 2001.

Submitted by the Audit Committee of the Board:

Mr. Terry Fields

The above report of the Audit Committee shall not be deemed incorporated by reference by any general statement incorporating by reference this Information Statement into any filing under the Securities Act of 1933 or under the Securities Act of 1934, except to the extent that the Company specifically incorporates this information by reference, and shall not be deemed filed under such Acts.

## COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

No officer or director received any remuneration from the Company during the fiscal year. Until the Company acquires additional capital, it is not intended that any officer or director will receive compensation from the Company other than reimbursement for out-of-pocket expenses incurred on behalf of the Company. As of the date of this Information Statement, the Company has no stock option, retirement, pension, or profit-sharing programs for the benefit of directors, officers or other employees, but the Board of Directors has approved the adoption of a Stock Compensation Program and has recommended that the shareholders ratify adoption of the Stock Compensation Program.

## STOCK COMPENSATION PROGRAM

The Board of Directors has approved the Stock Compensation Program in the form as shown in Exhibit 1. This plan allows for the granting of stock options and restricted stock to executive officers, directors, employees, independent contractors or agents as set forth in the program. Please refer to the plan for specific details. The Company has granted any options or issued any shares pursuant to the terms of the Stock Compensation Program.

## INCREASE OF AUTHORIZED SHARES OF COMMON STOCK

The Board of Directors has unanimously approved, and recommends for shareholder approval, the amendment of the Company's Articles of Incorporation in order to increase the authorized shares of common stock from 100,000,000 to 200,000,000. Management believes it is appropriate to increase the authorized shares of common stock. This change is intended to provide the Company with flexibility by authorizing shares which will be available in the future for purposes of raising additional capital, negotiating possible mergers or acquisitions, and the like.

## FINANCIAL INFORMATION



Please see the Company's Annual Report as amended on Form 10-KSB/A, filed with the Securities and Exchange Commission on June 14, 2001, for details regarding the Company's financial information. A copy of the report is incorporated herewith as Exhibit 2.

## PROPOSALS FOR STOCKHOLDER VOTE

### PROPOSAL ONE

#### ELECTION OF THE BOARD OF DIRECTORS

A board of two directors is to be elected at the Meeting. It is not expected that any nominee will be unable or will decline to serve as a director. The term of office of each person elected as a director will continue until the next Annual Meeting of Shareholders or until a successor has been elected and qualified.

#### Vote Required; Recommendation of the Board of Directors

With respect to the election of directors, the two candidates receiving the highest number of votes shall be elected to the Company's Board of Directors. An abstention will have the same effect as a vote withheld for the election of directors.

**The Board of Directors recommends a vote for the persons listed above.**

### PROPOSAL TWO

#### APPROVAL OF AMENDMENT OF THE ARTICLES OF INCORPORATION

The Board of Directors has unanimously approved, and recommends for shareholder approval, the amendment of the Articles of Incorporation increasing the authorized shares of common stock of the Company from 100,000,000 to 200,000,000. Such new shares of stock are to have the same rights and provisions as the shares already authorized. Management believes it is appropriate to increase the authorized shares of common stock. This change is intended to provide the Company with flexibility by authorizing shares which will be available in the future for purposes of raising additional capital, negotiating possible mergers or acquisitions, and the like.

#### Vote Required; Recommendation of the Board of Directors

Approval of the amendment to the Articles of Incorporation will require the affirmative vote of a majority of the shares represented, in person or by proxy, and voting at the Meeting, which shares voting affirmatively also constitute at least a majority of the required quorum. In the event the shareholders do not approve the adoption of the amendment of the Articles of Incorporation, the Board of Directors will reconsider the amendment.

**The Board of Directors recommends a vote "for" approval of the amendment of the Articles of Incorporation**

**PROPOSAL THREE**

**APPROVAL AND RATIFICATION OF THE COMPANY'S STOCK COMPENSATION PROGRAM**

The Stock Compensation Program ("Program") adopted by the Board of Directors on November 9, 2001 and recommended for shareholder approval, is intended to provide an incentive to executive officers, directors, employees, independent contractors or agents of the Company who are responsible for or contribute to the management, growth and/or profitability of the Company. The purpose of granting options to such persons under the Program is to attract them to consider employment with or service to the Company, to encourage their continued employment or service, and to give them incentive to provide their best efforts to the Company for purposes of enhancing shareholder value.

A total of up to 6,000,000 shares of the Company's common stock has been reserved for the implementation of the Program, either through the issuance of options to eligible persons in the form of incentive stock options or non-statutory options, or by issuance of restricted shares which are subject to restricted property treatment under Section 83 of the Internal Revenue Code. The Program is to be administered by a committee of not less than two members of the Board of Directors appointed by the full Board, and the Program has a term of ten years, unless sooner terminated by the Board.

It will be the responsibility of the committee administering the Program to make decisions regarding when and whether to grant options or issue restricted shares to particular persons. In connection with the granting of options, the committee also will be responsible in each case for decisions regarding the type of option to be granted and the specific terms and conditions of the option, including the exercise price, vesting schedule, number of shares, exercise term and other like matters. The committee also will be required to determine when and whether to issue restricted shares in lieu of granting options, and upon the issuance of restricted shares, to establish the conditions that would result in the vesting or forfeiture of such shares.

Any options granted by the committee under the Incentive Stock Option portion of the Program will be subject to applicable statutory restrictions that have been incorporated into the Program. For example, the exercise price of any options granted under the Incentive Stock Option portion of the Program generally must be not less than 100% of the fair market value of the Company's stock on the date of the grant of option. In addition, the aggregate fair market value of incentive stock options exercisable by any one optionee during any particular calendar year may not exceed \$100,000.

Incentive Stock Options may only be granted to persons who are employees of the Company, and they must include provisions that allow them to be exercised for only a limited period of

time following either the voluntary termination of employment of the optionee, or the involuntary termination of employment due to death, disability or retirement. In addition, persons who own more than 10% of the outstanding voting stock of the Company are not eligible to receive incentive stock options under the plan unless the exercise price is at least 110% of the fair market value of the Company's stock on the date of the grant of options, and such options are not exercisable for a period of more than five years after the date of the grant.

Options granted by the committee under the Nonqualified Stock Option portion of the Program are not required to be subject to the same statutory restrictions as options granted under the Incentive Stock Option portion of the Program. As a result, the committee will have broad discretion to establish the specific terms and conditions of any nonqualified option it elects to grant under this portion of the Program.

Under the Restricted Share portion of the Program, the committee may elect to issue restricted shares of stock, rather than options, to recipients. Any shares issued under this portion of the Program will be subject to restrictions on transfer and such additional terms and conditions concerning vesting and forfeiture as the committee may determine.

Options granted under either the Incentive Stock Option or Nonqualified Stock Option portions of the Program would not be assignable or transferable. Similarly, restricted shares issued under the Restricted Share portion of the Program will not be available for sale, pledge, assignment or transfer in any manner during whatever restricted period the committee may elect to establish at the time of issuance of such shares.

As of the date of this Information Statement, the Board has not yet appointed a committee to administer the Program. No options have been granted, and no restricted shares have been issued under the Program.

#### Vote Required; Recommendation of the Board of Directors

Approval of the adoption of the Stock Compensation Program will require the affirmative vote of a majority of the shares represented, in person or by proxy, and voting at the Meeting, which shares voting affirmatively also constitute at least a majority of the required quorum. In the event the shareholders do not approve the adoption of the Stock Compensation Program, the Board of Directors will reconsider the plan.

**The Board of Directors recommends a vote "for" approval of adoption of the Stock Compensation Program.**

#### PROPOSAL FOUR

#### RATIFICATION OF APPOINTMENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The Board of Directors has selected Comiskey & Co, independent certified public accountants, to audit the financial statements of the Company for the fiscal year ending 2002. Comiskey & Co. has audited the Company's financial statements since the Company was incorporated on August 27, 1997. No representative of Comiskey & Co is expected to be present at the meeting.

#### Audit Fees

During the year ended February 28, 2001, Comiskey & Co. billed the Company approximately \$21,487.57 for professional services rendered for the audit of the Company's consolidated financial statements for such period and for the review of the consolidated financial statements included in the Quarterly Reports on Form 10-QSB during such period.

#### Financial Information Systems Design and Implementation Fees

Comiskey did not render professional services related to financial information systems design and implementation for the fiscal year ended February 28, 2001.

#### All Other Fees

During the year ended February 28, 2001, Comiskey billed the Company approximately \$775.00 for tax and other non-audit services.

#### Vote Required; Recommendation of the Board of Directors

The Board of Directors has conditioned its appointment of the Company's independent certified public accountants upon receipt of the affirmative vote of a majority of the shares represented, in person or by proxy, and voting at the Meeting, which shares voting affirmatively also constitute at least a majority of the required quorum. In the event the shareholders do not approve the selection of Comiskey & Co, the Board of Directors will reconsider the appointment of the independent certified public accountants.

**The Board of Directors recommends a vote "for" this proposal.**

#### EXHIBITS

1. Proposed Stock Compensation Plan.
2. The Company's 2001 Annual Report (incorporated by reference from Form 10-KSB/A filed with the Securities and Exchange Commission on June 14, 2001).

THE BOARD OF DIRECTORS  
Denver, Colorado  
November 7, 2001

## SUNBURST ACQUISITIONS IV, INC.

### STOCK COMPENSATION PROGRAM

**Purpose.** This Stock Compensation Program (this “Program”) is established by Sunburst Acquisitions IV, Inc. (the “Company”). The purposes of this Program are (a) to ensure the retention of the services of existing executive personnel, key employees, and directors of the Company or its affiliates; (b) to attract and retain competent new executive personnel, key employees, and directors; (c) to provide incentive to all such personnel, employees and directors to devote their utmost effort and skill to the advancement and betterment of the Company, by permitting them to participate in the ownership of the Company and thereby in the success and increased value of the Company; and (d) to allow vendors, service providers, consultants, business associates, strategic partners, and others, with or that the Board of Directors anticipates will have an important business relationship with the Company or its affiliates, the opportunity to participate in the ownership of the Company and thereby to have an interest in the success and increased value of the Company.

**Elements of the Program.** In order to maintain flexibility in the award of stock benefits, the Program constitutes a single “omnibus” plan, but is composed of three parts. The first part is the Qualified Incentive Stock Option Plan (the “ISO Plan”) (see Exhibit A below) which provides grants of qualified incentive stock options (“ISOs”). The second part is the Nonqualified Stock Option Plan (“NQSO Plan”) (see Exhibit B below) which provides grants of nonqualified stock options (“NQSOs”). The third part is the Restricted Shares Plan (“Restricted Shares Plan”) (see Exhibit C below) which provides grants of restricted shares of Company common stock (“Restricted Shares”). The ISO Plan, the NQSO Plan and the Restricted Shares Plan respectively comprise Plan I, Plan II and Plan III of the Program. (The grant of ISOs, NQSOs, and Restricted Shares shall herein be referred to as “Awards.”)

**Applicability of General Provisions.** Unless any Plan specifically indicates to the contrary, all Plans shall be subject to the General Provisions of the Stock Compensation Program set forth below, and references to the Program could also mean reference to the Plans.

### GENERAL PROVISIONS OF THE STOCK COMPENSATION PROGRAM

**Article 1. Administration.** The Program shall be administered by a committee (“Committee”) consisting of not less than one director of the Company as designated by the Board of Directors of the Company (“Board”). The Board may from time to time remove members from the Committee, fill all vacancies in the Committee, however caused, and may select one of the members of the Committee as its Chairman. Any action of the Committee shall be taken by a majority vote or the unanimous written consent of the Committee members. The Committee shall hold meetings at such times and places as it may determine, shall keep minutes of its meetings, and

shall adopt, amend, and revoke such rules and procedures as it may deem appropriate with respect to the Program.

Notwithstanding any other provision of the Program (and without limiting the Committee's authority), in connection with any action concerning grants of Awards to or transactions by "Insiders," the Committee may adopt such procedures as it deems necessary or desirable to assure the availability of exemptions from Section 16 of the Securities Exchange Act of 1934 afforded by Rule 16b-3 thereunder or any successor rule. Without limiting the foregoing, in connection with approval of any transaction by an "Insider" involving a grant, award or other acquisition from the Company, or involving the disposition to the Company of the Company's equity securities, the Committee may delegate its approval authority to a subcommittee thereof comprised of two or more "Non-Employee Directors" (as defined in Rule 16b-3), or take action by the affirmative vote of two or more Non-Employee Directors (with all other members of the Committee abstaining or recusing themselves from participating in the matter), or refer the matter to the full Board of Directors for action. For this purpose, and "Insider" shall mean an individual who is, on the relevant date, a specifically identified officer, director, or 10% beneficial owner of the Company, as defined under Section 16 of the Securities Exchange Act of 1934.

Article 2. Authority of Committee. Subject to the other provisions of this Program, and with a view to effecting its purpose, the Committee shall have the sole authority, in its absolute discretion: (a) to construe and interpret the Program; (b) to define the terms used herein; (c) to determine, to the extent not provided by the Program or the relevant Plan, the terms and conditions of Options and Restricted Shares granted pursuant to the terms of the Program; and (d) to make all other determinations necessary or advisable for the administration of the Program and to do all things necessary or desirable for the administration of the Program. All decisions, determinations, and interpretations made by the Committee shall be binding and conclusive on all affected individuals having an interest in the Program and on their legal representatives, heirs and beneficiaries.

Article 3. Maximum Number of Shares Subject to the Program. The shares of common stock which may be issued under the Program shall be the authorized and unissued, \$0.001 par value common stock of the Company (the "Common Stock"). The maximum aggregate number of shares of Common Stock which may be issued under the Program shall be 6,000,000 shares.

The shares of Common Stock to be issued upon exercise of an Option or issued as Restricted Shares may be authorized but unissued shares or shares reacquired by the Company. If any of the Options granted under the Program expire or terminate for any reason before they have been exercised in full, the unpurchased shares subject to those expired or terminated Options shall cease to reduce the number of shares available for purposes of the Program. If the conditions associated with the grant of Restricted Shares are not achieved within the period specified for satisfaction of the applicable conditions, or if the Restricted Shares grant terminates for any reason before the date on which the conditions must be satisfied, the shares of Common Stock associated with such Restricted Shares shall cease to reduce the number of shares available for purposes of the Program.

The proceeds received by the Company from the sale of its Common Stock pursuant to the exercise of Options or transfer of Restricted Shares under the Program, if in the form of cash, shall be added to the Company's general funds and used for general corporate purposes.

Article 4. Eligibility and Participation. Officers, employees, directors (whether employee directors or nonemployee directors), and independent contractors or agents of the Company or its subsidiaries ("Subsidiaries") who are responsible for or contribute to the management, growth, or profitability of the business of the Company or its Subsidiaries shall be eligible to participate in the Program to the extent designated by the Committee in its sole and complete discretion ("Participants"). However, ISOs may be granted under the ISO Plan only to a person who is an employee of the Company or its Subsidiaries. The grant of ISOs and NQSOs to a Participant shall be the grant of separate options and each ISO and each NQSO shall be specifically designated as such in accordance with applicable provisions of the Treasury regulations. A person may be granted multiple Awards under the Program.

For purposes of this Program, the term "Subsidiary" shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Program shall be considered a Subsidiary commencing as of such date.

Article 5. Effective Date and Term of Program. The Program shall become effective upon its adoption by the Board of Directors of the Company subject to approval of the Program by a majority of the stockholders of the Company voting in person or by proxy at a meeting of the stockholders or by unanimous written consent, which approval must be obtained within 12 months following adoption of the Program by the Board of Directors. However, Options and Restricted Shares may be granted under this Program prior to obtaining stockholder approval of the Program, but any such Options or Restricted Shares shall be contingent upon such stockholder approval being obtained and may not be exercised prior to such approval. The Program shall continue in effect for a term of 10 years unless sooner terminated under Article 7 of these General Provisions.

Article 6. Adjustments. If the then outstanding shares of Common Stock are increased, decreased, changed or exchanged for a different number or kind of shares or securities through merger, consolidation, combination, exchange of shares, other reorganization, recapitalization, reclassification, stock dividend, stock split or reverse stock split, then an appropriate and proportionate adjustment shall be made in the maximum number and kind of shares or securities as to which Options and Restricted Shares may be granted under this Program. A corresponding adjustment changing the number and kind of shares or securities allocated to unexercised Options, Restricted Shares, or portions thereof, which shall have been granted prior to any such change, shall likewise be made. Any such adjustment in outstanding Options shall be made without change in the aggregate purchase price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each share or other unit of any security covered by the Option.



Article 7. Termination and Amendment of the Program. The Program shall terminate at the end of the term of the Program as described in Article 5. No Options or Restricted Shares shall be granted under the Program after the effective date of such termination.

Further, subject to the limitation contained in Article 8 of these General Provisions, the Board of Directors may, at any time and without further approval of the Company's stockholders, terminate or suspend the Program or amend or revise its terms, including the form and substance of the Option and Restricted Share agreements used for the administration of the Program. However, unless the approval by the stockholders of the Company representing a majority of the voting power (as contained in Article 5 of these General Provisions) is obtained, no amendment or revision shall (a) increase the maximum aggregate number of shares that may be sold or distributed pursuant to Options or Restricted Shares granted under this Program, except as permitted under Article 6 of these General Provisions; (b) change the minimum purchase price for shares under Section 4 of the ISO Plan and the NQSO Plan; (c) increase the maximum term established under a Plan for any Option or Restricted Shares; (d) permit the granting of an Option or Restricted Share to anyone other than as provided in Article 4 of these General Provisions; or (e) change the term of the Program as described in Article 5 of these General Provisions.

Article 8. Prior Rights and Obligations. No termination, suspension, or amendment of the Program shall, without the consent of the Participant who has received an Option or Restricted Share, alter or impair any of that person's rights or obligations under the Option or Restricted Share granted under the Program prior to that termination, suspension, or amendment without the written consent of the Participant.

The Committee may modify, extend, or renew outstanding Options or Restricted Shares and authorize the grant of new Options or Restricted Shares in substitution therefor, provided that any action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option or Restricted Share. Any outstanding ISO that is modified, extended, renewed, or otherwise altered will be treated in accordance with Section 424(h) of the Internal Revenue Code of 1986, as amended (the "Code").

Article 9. Privileges of Stock Ownership. Notwithstanding the exercise of any Option granted pursuant to the terms of this Program or the achievement of any conditions specified in any Restricted Share granted pursuant to the terms of this Program, no Participant shall have any of the rights or privileges of a stockholder of the company with respect to any shares of Common Stock issuable upon the exercise of his or her Option or the satisfaction of his or her Restricted Share conditions until certificates representing the shares have been issued and delivered. No shares shall be required to be issued and delivered upon exercise of any Option or satisfaction of any conditions with respect to a Restricted Share unless and until all of the requirements of law and of all regulatory agencies having jurisdiction over the issuance and delivery of the securities shall have been fully complied with.

Article 10. Reservation of Shares of Common Stock. The Company, during the term of this Program, shall at all times reserve and keep available such number of shares of its Common

Stock as shall be sufficient to satisfy the requirements of the Program. In addition, the Company shall from time to time, as is necessary to accomplish the purposes of this Program, seek or obtain from any regulatory agency having jurisdiction any requisite authority in order to issue and sell shares of Common Stock hereunder. The inability of the Company to obtain from any regulatory agency the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Common Stock hereunder shall relieve the Company of any liability in respect of the failure to issue or sell the stock for which the requisite authority was not obtained.

Article 11. Tax Withholding. The exercise of any Option or delivery of any Restricted Share granted under this Program is subject to the condition that if at any time the Company shall determine, in its discretion, that the satisfaction of withholding tax or other withholding liabilities under any state or federal law is necessary or desirable as a condition to, or in connection with, such exercise or the delivery or purchase of shares, then in such event, the exercise of the Option or Restricted Share shall not be effective unless such withholding shall have been effected or obtained in a manner acceptable to the Company.

Article 12. Compliance with Securities Laws. Shares of Common Stock shall not be issued with respect to any Option or Restricted Share under the Program unless the issuance and delivery of those shares shall comply with all relevant provisions of state and federal law including, without limitation, the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance. The Committee may also require an individual to furnish evidence satisfactory to the Company, including a written and signed representation letter and consent to be bound by any transfer restriction imposed by law, legend, condition, or otherwise, that the shares are being purchased only for investment and without any present intention to sell or distribute the shares in violation of any state or federal law, rule or regulation. Further, an individual shall consent to the imposition of a legend on the shares of Common Stock relating to his or her Option or Restricted Share restricting their transferability as required by law or by this Article 12.

Notwithstanding any other provision set forth in the Program, if required by the then current Section 16 of the Securities Exchange Act of 1934, any "derivative security" or "equity security" offered pursuant to the Program to any Insider may not be sold or transferred for at least six months after the date of grant of such Award. The terms "equity security" and "derivative security" shall have the meanings ascribed to them in the then current Rule 16(a) under the Securities Exchange Act of 1934.

Article 13. Corporate Transactions. In the event of (a) a dissolution or liquidation of the Company, (b) merger or consolidation in which the Company is not the surviving corporation (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the company or their relative stock holdings and the Awards granted under this Plan are assumed, converted, or replaced by the successor corporation, which assumption is binding on all Participants), (c) merger in which the Company is the surviving corporation but after which the

stockholders of the Company immediately prior to such merger (other than any stockholder that merges, or which owns or controls another corporation that merges with the Company in such merger) cease to own their shares or other equity interest in the Company, (d) the sale of substantially all of the assets of the Company, or (e) the acquisition, sale, or transfer of more than 50% of the outstanding shares of the Company by tender offer or similar transaction, then any or all outstanding Awards may be assumed, converted or replaced by the successor corporation (if any), which assumption, conversion, or replacement shall be binding on all Participants. In the alternative, the successor corporation may substitute equivalent Awards or provide substantially similar consideration to Participants as was provided to stockholders (after taking into account the existing provisions of the Awards). The successor corporation may also issue, in place of outstanding shares of the Company held by the Participant, substantially similar shares or other property subject to repurchase restrictions no less favorable to the Participant.

In the event such successor corporation (if any) refuses to assume or substitute Awards as provided above pursuant to a transaction described in this Article 13, such Awards shall expire on such transaction at such time and on such conditions as the Committee may determine at its sole and complete discretion. In any case, notwithstanding anything in this Program to the contrary, the Committee may, in its sole and complete discretion, provide that the vesting (that is, full exercisability in the case of Options, and full nonforfeitability and elimination of all condition to full ownership in the case of Restricted Shares) shall accelerate into full vesting upon a transaction described in this Article 13. If the Committee exercises such discretion with respect to an Award, such full vesting shall occur prior to the consummation of such event at such time and on such conditions as the Committee determines.

Without limiting the foregoing, if the Company or any Subsidiary is a party to a merger, consolidation, reorganization, share exchange, acquisition of stock or assets, or similar transaction, the Committee may grant Awards hereunder in connection with the assumption, substitution, or conversion by the Company or its subsidiaries of similar stock compensation awards that have been issued by another party to such transaction, and the Board may amend the Plan, or adopt supplements to the Plan, in such manner as it deems appropriate to provide for such assumption, substitution, or conversion, all without further action by the Company's shareholders.

Article 14. Governing Law. The provisions of this Program and the Awards hereunder shall be governed by and interpreted in accordance with the laws of the State of Nevada, United States of America, without regard to any applicable conflicts of law and without regard to the fact that any party is or may become a resident of a different state or county.

**PLAN I**  
**SUNBURST ACQUISITIONS IV, INC.**  
**INCENTIVE STOCK OPTION PLAN**

Section 1. Purpose. The purpose of this Sunburst Acquisitions IV, Inc. Incentive Stock Option Plan (“Plan”) is to provide for the grant of options which shall qualify as qualified “incentive stock options” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (“Code”). This Plan is Part I of the Company’s Stock Compensation Program (“Program”). Unless any provision herein indicates to the contrary, this Plan shall be subject to the General Provisions of the Program.

Section 2. Option Terms and Conditions. Each ISO shall be evidenced by an ISO agreement between the grantee (“Optionee”) and the Company. The terms and conditions of ISOs granted under the Plan shall be determined by the Committee in its sole and complete discretion. Each ISO shall be subject to all applicable terms and conditions of the Plan and may be subject to other terms and conditions which are not inconsistent with the Plan. The terms and conditions may differ as between ISOs.

Section 3. Duration of Options. Each ISO shall expire on the date determined by the Committee, but in no event shall any ISO granted under the Plan expire later than 10 years from the date on which the ISO is granted. However, notwithstanding the above portion of this Section 3, if at the time the ISO is granted the Optionee owns or would be considered to own by reason of Code Section 424(d) more than 10% of the total combined voting power of all classes of stock of the Company or its subsidiaries, such ISO shall expire not more than 5 years from the date the ISO is granted. In addition, each ISO shall be subject to earlier termination as provided in the Plan. The date of grant of an ISO shall be the date on which the Committee makes the determination to grant such ISO, unless otherwise specified by the Committee.

Section 4. Exercise Price. The exercise price (“Exercise Price”) for shares of Common Stock subject to any ISO, shall not be less than the fair market value of the shares at the time of the grant of the ISO. Fair market value (“Fair Market Value”) shall be determined by the Committee on the basis of such factors as it deems appropriate, including a determination of Fair Market Value based on an independent appraisal by a person who customarily makes such appraisals. When Common Stock is publicly traded but not listed on an established stock exchange, Fair Market Value shall mean the mean between the closing dealer “bid” and “ask” prices for the shares as quoted on the OTCBB or such other exchange on which the Company’s shares are approved for trading on the date of the determination, and if no “bid” and “ask” prices are quoted for such date, Fair Market Value shall be determined by reference to such prices on the next preceding date on which such

prices were quoted. When Common Stock is publicly traded and listed on an established stock exchange (or exchanges), Fair Market Value shall mean the highest closing price of a share on such stock exchange (or exchanges), and if no sale of shares has been made on any stock exchange on that day, Fair Market Value shall be determined by reference to such price for the next preceding day on which a sale has occurred.

Notwithstanding the above portion of this Section 4, if at the time an ISO is granted the Optionee owns or would be considered to own by reason of Code Section 424(d) more than 10% of the total combined voting power of all classes of stock of the Company or its subsidiaries, the Exercise Price of the shares covered by such ISO shall not be less than 110% of the Fair Market Value shares of Common Stock on the date the ISO is granted.

Section 5. Maximum Amount of Options Exercisable in Any Calendar Year. Notwithstanding any other provision of this Plan the aggregate Fair Market Value (determined at the time any is granted) of the Common Stock with respect to which ISOs become exercisable for the first time by any employee during any calendar year under all qualified incentive stock option plans of the Company and its subsidiaries shall not exceed \$100,000. If the Fair Market Value of the Common Stock with respect to which ISOs become exercisable for the first time by any employee during any calendar year exceeds \$100,000, then the Options for the First \$100,000 worth of shares shall be deemed to be ISOs, and the Options for the amount in excess shall be deemed to be NQSOs. In the event that the Code or underlying regulations provide for a different limitation on the Fair Market Value permitted to be subject to ISO treatment, such different limitation shall automatically be incorporated and applied herein.

Section 6. Exercise of Options. An ISO shall be exercisable at the times or upon the events determined by the Committee as set forth in the ISO agreement governing such ISO. Each ISO shall be exercisable in one or more installments during its term, and the right to exercise may be cumulative as determined by the Committee. No ISO may be exercised for a fraction of a share of Common Stock. The person exercising an ISO may do so only by written notice of exercise delivered to the Committee, in such form as the Committee prescribes or approves from time to time, specifying the number of shares to be purchased and accompanied by a tender of the Exercise Price for those shares. The Exercise Price of any shares purchased shall be paid in full in cash or by certified or cashier's check payable to the order of the Company, or by shares of Common Stock if permitted by the Committee, or by a full recourse promissory note if permitted by the Committee, or by a combination of these means, at the time of exercise of the ISO.

If any portion of the Exercise Price is paid in shares of Common Stock, those shares shall be tendered at their then Fair Market Value as determined by the Committee in accordance with Section 4 of this Plan. As permitted by the Committee, payment in shares of Common Stock shall include the automatic application of shares of Common Stock received upon exercise of an ISO to satisfy the Exercise Price for the ISO or additional ISOs.

If any portion of the Exercise Price is paid with a full-recourse promissory note, the Company Stock shall be pledged as security for the payment of the principal amount of the

promissory note and interest thereon. The interest rate payable under the terms of the promissory note shall not be less than the minimum rate required to avoid the imputation of additional interest under the Code. Subject to the foregoing, the Committee at its sole discretion shall specify the term, interest rate, amortization requirements and other provisions of such note.

Section 7. Employment of Optionee. Each Optionee, if requested by the Committee, must agree in writing as a condition of receiving his or her ISO, that he or she will remain in the employment of the Company or any Subsidiary following the date of the granting of that option for a period specified by the Committee. Nothing in the Plan nor in any ISO granted hereunder shall confer upon any Optionee any right to continued employment by the Company or any Subsidiary or limit in any way the right of the Company or any Subsidiary at any time to terminate or alter the terms of that employment.

Section 8. Option Rights Upon Termination of Employment. If an Optionee ceases to be employed by the Company or any Subsidiary for any reason other than death or disability, his or her ISO shall immediately terminate, provided, however, that the Committee may, in its discretion, allow the ISO to be exercised, to the extent exercisable on the date of termination of employment, at any time within three months after the date of termination of employment, unless either the Option or the Plan otherwise provides for earlier termination.

Section 9. Option Rights Upon Disability. If an Optionee becomes disabled within the meaning of Code Section 22(e)(3) while employed by the Company or any Subsidiary, his or her ISO shall immediately terminate, provided, however, that the Committee may, in its discretion, allow the ISO to be exercised, to the extent exercisable on the date of termination of employment due to disability, at any time within one year after the date of termination of employment due to disability, unless either the ISO or the Plan otherwise provides for earlier termination.

Section 10. Option Rights Upon Death of Optionee. Except as otherwise limited by the Committee at the time of the grant of an ISO, if an Optionee dies while employed by the Company or any Subsidiary, his or her ISO shall expire one year after the date of death unless by its terms it expires sooner. During this one year or shorter period, the ISO may be exercised, to the extent that it remains unexercised on the date of death, by the person or persons to whom the Optionee's rights under the ISO shall pass by will or by the laws of descent and distribution.

Section 11. Options Not Transferable. ISOs granted pursuant to the terms of the Plan may not be sold, pledged, assigned, or transferred in any manner otherwise than by will or the laws of descent or distribution and shall not be subject to execution, attachment, or similar process. However, at the Optionee's election, the ISO may be transferred to and held by a grantor trust of which the Optionee is both a trustee and beneficiary, in which case such ISO shall continue to be subject to all restrictions set forth in the Program and the Plan. ISOs may be exercised during the lifetime of an Optionee only by (a) the Optionee, (b) at the Optionee's election, by a grantor trust of which the Optionee is both a trustee and beneficiary, (c) on behalf of the Optionee, by a person holding the Optionee's power of attorney for that purpose, or (d) the duly appointed guardian of the person and property of an Optionee who is disabled within the meaning of Code Section 22(e)(3).

Section 12. Option Shares May Be Restricted. As the Committee may determine, the shares of Common Stock purchased upon exercise of an ISO granted hereunder may be deemed to be “Restricted Shares” granted under the Restricted Shares Plan for purposes of applying all provisions and terms and conditions of the Restricted Share Plan. As such, during the “Restriction Period” (as described in the Restricted Share Plan), such shares of Common Stock may be subject to redemption and nontransferability, and all restrictions shall lapse upon the occurrence of events as may be determined by the Committee. Further, the procedures of the Restricted Share Plan relating to the issuance, surrender, and assignment of shares and the provisions relating to stockholder rights may apply to the shares of Common Stock issued upon exercise of any ISO granted hereunder.

**PLAN II**  
**SUNBURST ACQUISITIONS IV, INC.**

**NONQUALIFIED STOCK OPTION PLAN**

Section 1. Purpose. The purpose of this Sunburst Acquisitions IV, Inc. Nonqualified Stock Option Plan (“Plan”) is to provide for the grant of options which shall not constitute qualified “incentive stock options” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (“Code”). This Plan is Part II of the Company’s Stock Compensation Program (“Program”). Unless any provision herein indicates to the contrary, this Plan shall be subject to the General Provisions of the Program.

Section 2. Option Terms and Conditions. Each NQSO shall be evidenced by a NQSO agreement between the grantee (“Optionee”) and the Company. The terms and conditions of NQSOs granted under the Plan shall be determined by the Committee in its sole and complete discretion. Each NQSO shall be subject to all applicable terms and conditions of the Plan and may be subject to other terms and conditions which are not inconsistent with the Plan. The terms and conditions may differ as between NQSOs.

Section 3. Duration of Options. Each NQSO shall expire on the date as determined by the Committee. In addition, each NQSO shall be subject to earlier termination as otherwise provided under the Plan. The date of grant of a NQSO shall be the date on which the Committee makes the determination to grant such NQSO, unless otherwise specified by the Committee.

Section 4. Exercise Price. The exercise price (“Exercise Price”) for shares of Common Stock subject to any NQSO shall be determined by the Committee in its sole and complete discretion. To the extent that the Exercise Price is designated with respect to fair market value (“Fair Market Value”) of the shares at the time of the grant of the NQSO, then Fair Market Value shall be determined by the Committee on the basis of such factors as they deem appropriate, including a determination of Fair Market Value based on an independent appraisal by a person who customarily makes such appraisals. However, the Fair Market Value on any day shall be deemed to be, if the Common Stock is traded on a national securities exchange, the closing price (or, if no reported sale takes place on such day, the mean of the reported bid and asked prices) of the Common Stock on such day on the principal such exchange. In each case, the Committee’s determination of Fair Market Value shall be conclusive.



Section 5. Exercise of Options. A NQSO shall be exercisable at the times or upon the events determined by the Committee as set forth in the NQSO agreement governing the NQSO. Each NQSO shall be exercisable in one or more installments during its term, and the right to exercise may be cumulative as determined by the Committee. No NQSO may be exercised for a fraction of a share of Common Stock. The person exercising a NQSO may do only by written notice of exercise delivered to the Committee, in such form as the Committee prescribes or approves from time to time, specifying the number of shares to be purchased and accompanied by a tender of the Exercise Price for those shares. The Exercise Price of any shares purchased shall be paid in full in cash or by certified or cashier's check payable to the order of the Company, or by shares of Common Stock, if permitted by the Committee, or by a full recourse promissory note if permitted by the Committee, or by a combination these means, at the time of exercise of the NQSO.

If any portion of the Exercise Price is paid in shares of Common Stock, those shares shall be tendered at their then Fair Market Value as determined by the Committee in accordance with Section 4 of this Plan. As permitted by the Committee, payment in shares of Common Stock shall include the automatic application of shares of Common Stock received upon exercise of an NQSO to satisfy the Exercise Price for the NQSO or additional NQSOs.

Section 6. Continued Employment or Service. Each Optionee, if requested by the Committee, must agree in writing as a condition of the granting of his or her NQSO, to remain in the employment of, or service to, the Company or any Subsidiary following the date of the granting of that option for a period specified by the Committee. Nothing in this Plan nor in any NQSO granted hereunder shall confer upon any Optionee any right to continued employment by, or service to, the Company or any Subsidiary, or limit in any way the right of the Company or any subsidiary at any time to terminate or alter the terms of that employment or service arrangement.

Section 7. Option Rights Upon Termination of Employment or Service. If an Optionee under this Plan ceases to be employed by, or provide services to, the Company or any Subsidiary for any reason other than death or disability, his or her option shall immediately terminate, provided, however, that the Committee may, in its discretion, allow the NQSO to be exercised, to the extent exercisable on the date of termination of employment or service, at any time within three months after the date of termination of employment or service, unless either the NQSO or this Plan otherwise provides for earlier termination.

Section 8. Option Rights Upon Disability. If an Optionee becomes disabled within the meaning of Code Section 22(e)(3) while employed by, or providing services to, the Company or any Subsidiary, his or her NQSO shall immediately terminate, provided, however, that the Committee may, in its discretion, allow the NQSO to be exercised, to the extent exercisable on the date of termination of employment or service due to disability, at any time within one year after the date of termination of employment or service due to disability, unless either the NQSO or the Plan otherwise provides for earlier termination.

Section 9. Option Rights Upon Death of Optionee. Except as otherwise limited by the Committee at the time of the grant of a NQSO, if an Optionee dies while employed by, or providing

services to, the Company or any Subsidiary, his or her NQSO shall expire one year after the date of death unless by its terms it expires sooner. During this one year or shorter period, the NQSO may be exercised, to the extent exercisable on the date of death, by the person or persons to whom the Optionee's rights under the NQSO shall pass by will or by the laws of descent and distribution.

Section 10. Options Not Transferable. NQSOs granted pursuant to the terms of this Plan may not be sold, pledged, assigned, or transferred in any manner otherwise than by will or the laws of descent or distribution and shall not be subject to execution, attachment, or similar process. However, at the Optionee's election, the NQSO may be transferred to and held by a grantor trust of which the Optionee is both a trustee and beneficiary, in which case such NQSO shall continue to be subject to all restrictions set forth in the Program and this Plan. NQSOs may be exercised during the lifetime of an Optionee only by (a) the Optionee, (b) at the Optionee's election, by a grantor trust of which the Optionee is both a trustee and beneficiary, (c) on behalf of the Optionee, by a person holding the Optionee's power of attorney for that purpose, or (d) the duly appointed guardian of the person and property of an Optionee who is disabled within the meaning of Code Section 22(e)(3).

Section 11. Option Shares May Be Restricted. As the Committee may determine, the shares of Common Stock purchased upon exercise of an NQSO granted hereunder may be deemed to be "Restricted Shares" granted under the Restricted Shares Plan for purposes of applying all provisions and terms and conditions of the Restricted Share Plan. As such, during the "Restriction Period" (as described in the Restricted Share Plan), such shares of Common Stock may be subject to redemption and nontransferability, and all restrictions shall lapse upon the occurrence of events as may be determined by the Committee. Further, the procedures of the Restricted Share Plan relating to the issuance, surrender, and assignment of shares and the provisions relating to stockholder rights may apply to the shares of Common Stock issued upon exercise of any NQSO granted hereunder.

**PLAN III**  
**SUNBURST ACQUISITIONS IV, INC.**

**RESTRICTED SHARE PLAN**

**Section 1. Purpose.** The purpose of this Sunburst Acquisitions IV, Inc. Restricted Share Plan (“Plan”) is to provide for the grant of restricted shares which are subject to restricted property treatment under Section 83 of the Internal Revenue Code of 1986, as amended (“Code”). The Plan is Part III of the Company’s Stock Compensation Program (“Program”). Unless any provision herein indicates to the contrary, the Plan shall be subject to the General Provisions of the Program.

**Section 2. Terms and Conditions.** Each Restricted Share shall be evidenced by a Restricted Share agreement between the grantee (“Holder”) and the Company. The terms and conditions of Restricted Shares granted under the Plan shall be determined by the Committee in its sole and complete discretion. Each Restricted Share shall be subject to all applicable terms and conditions of the Plan and may be subject to other terms and conditions not inconsistent with the Plan. The terms and conditions may differ as between Restricted Shares.

Each Restricted Share grant shall provide to the Holder the transfer of a specified number of shares of Common Stock that shall become nonforfeitable upon the achievement of specified service or performance conditions within a specified period (“Restriction Period”) as determined by the Committee. (The Committee may also determine to grant shares without such restrictions.) At the time that the Restricted Share is granted, the Committee shall specify the service or performance conditions and the period of duration over which the conditions apply. The date of grant of a Restricted Share shall be the date on which the Committee makes the determination to grant the Restricted Share, unless otherwise specified by the Committee.

Each individual who is awarded Restricted Shares shall be issued a stock certificate representing such shares. Such certificate shall be registered in the name of the Holder and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such award, substantially in the following form:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF  
STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND  
CONDITIONS (INCLUDING FORFEITURE) OF THE SUNBURST  
ACQUISITIONS IV, INC. RESTRICTED SHARE PLAN AND RESTRICTED

SHARE AWARD AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND SUNBURST ACQUISITIONS VI, INC. COPIES OF SUCH PLAN AND AGREEMENT ARE ON FILE IN THE OFFICES OF SUNBURST ACQUISITIONS IV, INC.

The Committee shall require that the stock certificates evidencing such shares be held in the custody of the Company until the restrictions thereon shall have lapsed, and that, as a condition of any Restricted Share award, the Holder shall have delivered a stock power, endorsed in blank, relating to the stock covered by such award. At the expiration of applicable Restriction Period, the Company shall deliver to the Holder certificates held by the Company representing the shares with respect to which the applicable conditions have been satisfied.

Section 3. Restricted Shares Not Transferable. During the Restriction Period, Restricted Shares shall not be sold, pledged, assigned, or transferred in any manner, and shall not be subject to execution, attachment, or similar process. However, at the Holder's election, the Restricted Shares may be transferred to and held by a grantor trust of which the Holder is both a trustee and beneficiary, in which case the Restricted Shares shall continue to be subject to the nontransferability, forfeiture, and redemption limitations.

Section 4. Restricted Share Rights Upon Termination of Employment or Service. If a Holder terminates employment or service with the Company prior to the expiration of the Restriction Period, any Restricted Shares granted to him or her subject to such Restriction Period shall be forfeited by the Holder and shall be transferred to the Company. The Committee may, in its sole and complete discretion, accelerate the lapsing of or waive such restrictions in whole or in part based upon such factors and such circumstances as the Committee may determine, including, but not limited to, the Participant's retirement, death, or disability.

Restricted Shares that were purchased by exercise of an Option granted under the Incentive Stock Option Plan or the Nonqualified Stock Option Plan shall be subject to redemption during the Restriction Period. Specifically, if during the Restriction Period, the Holder of such Restricted Shares terminates employment or service with the Company or any Subsidiary for any reason as may be determined by the Committee, the Holder shall sell to the Company, and the Company shall redeem, the Restricted Shares at the price equal to the Exercise Price for which the Restricted Shares were purchased. The redemption price shall be paid to the Holder in a single payment for the complete redemption of the Restricted Shares.

Section 5. Stockholder Rights. The Holder shall have, with respect to the Restricted Shares granted, all of the rights of a stockholder of the Company, including the right to vote the shares, and the right to receive any dividends thereon. Certificates for shares of unrestricted stock shall be delivered to the grantee promptly after, and only after, the Restriction Period shall expire without forfeiture of such Restricted Shares.

Section 6. Continued Employment or Service. Each Holder, if requested by the Committee, must agree in writing as a condition of the granting of his or her Restricted Shares, to

remain in the employment of, or service to, the Company or any Subsidiary following the date of the granting of the Restricted Shares for a period specified by the Committee. Nothing in this Plan or in any Restricted Share granted hereunder shall confer upon any Holder any right to continued employment by, or service to, the Company or any Subsidiary, or limit in any way the right of the Company or any subsidiary at any time to terminate or alter the terms of that employment or service arrangement.

Section 7. Surrender of Stock Certificate and Assignment of Shares. Upon the occurrence of an event triggering the forfeiture or redemption of Restricted Shares, the Holder shall immediately take whatever action necessary to transfer the Restricted Shares to the Company, including the endorsement of any certificate representing the Restricted Shares. From and after occurrence of such an event, the Company shall not pay any dividends to the Holder with respect to the Restricted Shares, or permit the Holder to exercise any of the privileges or rights of a stockholder with respect to such shares, but shall treat the Company or its nominee as the owner of the shares. Any assignment of the Restricted Shares pursuant to this Section 7 shall be effective as of the date of the event triggering the forfeiture.